

6/92

6/30/2003

MASTER AGREEMENT  
 BETWEEN  
 BOARD OF EDUCATION  
 HOUGHTON LAKE COMMUNITY SCHOOLS  
 AND  
 HOUGHTON LAKE EDUCATIONAL  
 SUPPORT PERSONNEL ASSOCIATION  
 MEA/NEA

July 1, 1999 - June 30, 2003

*Houghton Lake Community Schools*

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July 1, 1999 - June 30, 2003

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## PREAMBLE

A. This agreement is entered into by and between the Houghton Lake Board of Education hereinafter called the "Board", and the Houghton Lake Educational Support Personnel Association/MEA/NEA, hereinafter called the "Association".

B. WHEREAS, The Board has a statutory obligation, pursuant to the Public Employment Relations Act, Act 336 of the Public Acts of 1947, as amended, to bargain with the Association as the representative of its Bargaining Unit Members with respect to hours, wages, terms and conditions of employment, and

C. WHEREAS, The parties have reached certain understandings which they desired to confirm in this Agreement;

THEREFORE, In consideration of the following mutual covenants, the parties hereby agree as follows:

## ARTICLE I

### RECOGNITION

A. Bargaining Unit - The Board hereby recognizes Houghton Lake Educational Support Personnel Association/MEA/NEA (or union) as the exclusive bargaining representative, as defined in Section II of Act 336, Public Act of 1947, for "All Full-Time and Regular Part-Time Custodians, Cooks, Office Clerks and Assistants employed by the Houghton Lake Community Schools", as certified in Case R78-416 on October 18, 1978, and Case R78-451 on November 14, 1978, and Case R92 C-61 on May 14, 1992, and excluding Substitutes, Supervisors and all other Employees".

B. The term "Bargaining Unit Member" when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the bargaining unit as above defined, and reference to male employees shall include female employees.

C. The term "Board" shall be defined as the Houghton Lake Community Schools, its Board of Education and administrative employees.

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## ARTICLE II

### MEMBER RIGHTS

A. It is the continuing policy of the Board and the Union that the provisions of this Agreement shall be applied to all employees without regard to race, color, religious creed, national origin, political activity, age or sex, unless sex is a bona fide occupational qualification (BFOQ). The representatives of the Union and the Board in all steps of the grievance procedure and in all dealings with the parties shall comply with this provision.

B. Nothing contained within this Agreement shall be construed to deny or restrict to any Bargaining Unit Member rights she/he may have under the Michigan General School Laws, or the applicable laws and regulations.

C. Pursuant to the Michigan Public Employment Relations Act, the Board hereby agrees that every Bargaining Unit Member shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective bargaining or negotiations. As a duly elected body, exercising governmental power under color of law of the State of Michigan, the Board undertakes and agrees that it will not directly, or indirectly, discourage or deprive or coerce any Bargaining Unit Member in the enjoyment of any rights conferred by the Act or other laws of Michigan, or the Constitutions of Michigan and the United States of America, and that it will not discriminate against any Bargaining Unit Member with respect to hours, wages, or any terms or conditions of employment by reason of her/his membership in the Association or collective negotiations with the Board, or her/his institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

D. All employees will have the right to review the contents of their personnel files, and receive a copy (subject to a reasonable fee) with the exception of any confidential information such as letters of recommendation obtained at the time of hiring. The employee may, at his/her request, have a Union representative present at such review. Responsibility for arranging for Union representation rests solely with the Union.

E. Employees on all shifts shall have access to a telephone for use for outgoing calls in case of emergency.

## ARTICLE III

### NO STRIKE OR LOCKOUT

A. The Union and the Board recognize that strikes, lockouts and other forms of work stoppage by employees or the Board are contrary to law and public policy. The Union and the Board subscribe to the principle that differences shall be resolved by peaceful and appropriate means without interruption of the school program. The Union and the Board, therefore, agree that their officers, representatives and members shall not authorize, instigate, cause, aid, encourage, ratify, or condone, nor shall any of those parties take part in any strike, slowdown, or stoppage of work, boycott, lockout, picketing or other interruption of activities in the school system. Failure or refusal on the part of any employee to comply with any provision of this Article shall be cause for disciplinary action. While it is recognized that disciplinary action could be as severe as discharge, this shall not be construed to imply that the Board may not impose less severe discipline.

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## ARTICLE IV

### GRIEVANCE PROCEDURE

A. A grievance is a claim by a Bargaining Unit Member or group of members, or the Union that there has been a violation, misinterpretation or misapplication of any provision of this Agreement. Grievances shall be processed as hereinafter provided. If the subject of a grievance is within the jurisdiction of a state or federal agency, such as the Michigan Employment Relations Commission (MERC), the Michigan Department of Civil Rights (MDCR) and the Equal Employment Opportunity Commission (EEOC), the grievant and Union shall not be entitled to appeal the grievance to the arbitration level of the grievance procedure if proceedings are instituted with the state or federal agency. If arbitration is pursued regarding any such grievance, this shall constitute the agreement of the grievant and Association to not later attempt to pursue proceedings in a state or federal agency. The Arbitrator shall also have no authority to consider any dispute regarding the termination of a probationary employee.

B. The term "days" shall mean working days of the week, Monday-Friday, excluding Saturday, Sunday and Legal Holidays.

#### C. LEVEL I

In the event that a Bargaining Unit Member believes there is a grievance, he/she and a Union Representative shall first discuss the matter with her/his immediate supervisor within ten (10) working days of the alleged violation.

#### D. LEVEL II

If, following the informal discussion with the immediate supervisor, a grievance still exists, the Bargaining Unit Member may invoke the formal grievance procedure through the Union.

A copy of the formal written grievance shall be delivered to the immediate supervisor within fifteen (15) working days of the Level I discussion.

Within ten (10) working days of the receipt of the grievance, the immediate supervisor shall meet with the employee and/or Union Representative in an effort to resolve the grievance. The immediate supervisor shall indicate in writing her/his disposition of the grievance within ten (10) working days of such meeting, and shall furnish a copy thereof to the Union.

E. LEVEL III

If the Union is not satisfied with the disposition of the grievance, the grievance shall be filed with the Superintendent within ten (10) working days of the receipt of the Level II disposition. The Superintendent and/or his/her designated representative shall meet with the Union within ten (10) working days of filing to resolve the grievance. The Superintendent shall indicate in writing his/her disposition within ten (10) working days of such meeting and shall furnish a copy thereof to the Union.

F. LEVEL IV

If the Union is not satisfied with the disposition of the grievance, it may elect to submit the grievance to arbitration as follows:

1. Within fifteen (15) working days from the receipt of the Level III answer, the Union will give written notice to the Board its intent to arbitrate the grievance. If the grievance is to be appealed to arbitration, a Demand for Arbitration must be filed with the American Arbitration Association within fifteen (15) working days from the receipt of the Level III answer.
2. The Arbitrator shall be selected by the American Arbitration Association in accordance with its rules which shall likewise govern the arbitration proceeding.
3. The decision of the Arbitrator shall be final and binding.

G. This Agreement constitutes a contract between the parties which shall be interpreted and applied by the parties and by the Arbitrator in the same manner as other collective bargaining agreements. The function and purpose of the Arbitrator is to determine disputed interpretations of terms actually found in this Agreement, or to determine disputed facts upon which application of the Agreement depends. The Arbitrator shall therefore not have authority, nor shall he/she consider his/her function to include, the decision of any issues not submitted or to so interpret or apply the Agreement as to change what can fairly be said to have been the intent of the parties as determined by general accepted rules of contract construction. The Arbitrator shall not give any decision which in practical or actual effect modifies, revises, detracts from or adds to any of the terms or provisions of this Agreement. Past practice of the parties in interpreting or applying terms of the Agreement can be relevant evidence, but may not be used so as to justify, or result in, what is in effect a modification

(whether by addition or detraction), of written terms of this Agreement. The Arbitrator has no obligation merely because in his/her opinion such decision is fair or equitable or because in his/her opinion it is unfair or inequitable. The arbitrator shall have no authority to reverse the termination of a probationary employee. An arbitrator shall have the authority to make decisions regarding contents of personnel files.

H. Unless expressly agreed to by the parties in writing, the Arbitrator is limited to hearing one issue or grievance upon its merits. Separate Arbitrators shall be constituted for each issue appealed to arbitration.

I. The fees and expenses of the Arbitration, cost of transcript (if one is requested by the Arbitrator, and cost of hearing room shall be borne equally by the parties.

J. The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties.

K. A Bargaining Unit Member who must be involved in the grievance procedure during the work day shall be excused with pay for that purpose. Every effort will be made to schedule grievance meetings when no work disruption would occur.

L. Whenever new jobs are established in the bargaining unit, the employer shall establish the job, its duties and rate to be paid which shall be supplied to the Union. If the Union objects to the rate, the parties shall meet to negotiate a rate. If there is a dispute regarding whether a new job is within the bargaining unit, this may be the subject of a grievance unless this dispute becomes the subject of MERC proceedings.

M. Notwithstanding the expiration of this Agreement any grievance properly filed during the life of the Agreement may be processed till resolution .

N. The failure of the Board's representatives to answer a grievance within the time limits set forth in this Article will be construed to mean that the grievance has been denied. If a grievance is not appealed to the next step within the time limits set forth in this Article, this shall be construed to mean that the grievance has been dropped or settled on the basis of the last answer to the grievance.

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## ARTICLE V

### ASSOCIATION RIGHTS

A. The Union shall have the right to use Board buildings at all reasonable hours for meetings which do not interfere with the operation of the school district and scheduled activities. No charge shall be made for use of the buildings except for reasonable custodial expenses.

B. Bulletin boards shall be made available to the Union and its members for routine informational notices. It is understood and agreed that bulletin boards cannot be used for controversial or political notices.

C. Qualified Association members shall be permitted upon authorization by an administrator to use Board equipment, including typewriters, mimeograph machines, duplicating machines, copying machines, calculating machines, and audio-visual items when such equipment is not otherwise in use. The Union shall pay for the reasonable cost of all materials and supplies incident to such use.

D. The Board agrees to furnish to the Union in response to written requests reasonable information concerning the financial resources of the Board, including but not limited to, annual reports and audits, register of personnel belonging to the unit, names of all bargaining unit members, salaries and wages paid thereto, and such other information as is easily obtainable by the Board and has a relationship to the legitimate functions of the Union in processing grievances in the grievance procedure.

E. The Board agrees to furnish to the Union in response to written requests, information which may be necessary for the Union, to process any grievance, or to develop negotiations proposals if the Board has such information reasonably available. Where the employee's identity may be revealed, the Board shall not be required to furnish information from an employee's personnel file without the express consent of the employee.

F. The Board will allocate a maximum of five (5) days per contract year to permit a bargaining unit member or members designated by the Union to be totally absent without loss of pay to attend Union business, provided the Union reimburses the Board for the cost of the substitute(s). To be eligible to use such days, the Union shall make such request one (1) week prior to the date of the Union business. No more than two (2) bargaining unit members will be granted leave at one time unless specifically approved by the superintendent.

## ARTICLE VI

### MAINTENANCE OF MEMBERSHIP

- A. Members of the bargaining unit who are members of the Union or service fee payers on the date the Agreement becomes effective shall be required as a condition of continued employment to either continue membership or pay a service fee to the Union. All new bargaining unit employees hired after the effective date of this Agreement shall, as a condition of continued employment, either join the Union or pay a service fee to the Union. The service fee paid by non-union members shall be determined in a legally permissible manner and shall be a legally permissible amount which shall not exceed the dues uniformly required to be paid by Union members.
- B. The Union agrees to defend, indemnify and hold harmless the Board from and against any claims, demands, suits, actions, causes of action, costs, damages, or expenses that may result in any way from the Board's compliance or attempted good faith compliance with this Article.
- C. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so the required amount for the payment of dues or service fees. Such dues, or fees, accompanied by a list of Bargaining Unit Members from whom they have been deducted and the amount deducted from each, shall be forwarded to the Union no later than thirty (30) days after the deductions were made.
- D. The Union shall notify the Board thirty (30) days prior to any change in its dues or fees.
- E. The Board shall deduct from the pay of each Bargaining Unit Member from whom it receives authorization to do so and make appropriate remittance for cash options, credit union, etc..
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## ARTICLE VII

### DISCIPLINE, DISCHARGE AND SUSPENSION

A. No non probationary employee will be disciplined or discharged without just cause. No probationary employee will be terminated for reasons which are arbitrary or capricious. If the District implements an evaluation program, all evaluations shall be consistent for each classification throughout the District and be in conformance with the contract. It is agreed that performance evaluations will not be used as a form of discipline.

#### B. NOTICE OF DISCHARGE OR SUSPENSION

The employer agrees, promptly upon the discharge or suspension of an employee, to notify, in writing, the employee and his/her Union representative of the discharge or suspension. Said written notice will contain the specific reasons for the discharge or suspension.

C. The discharged or suspended employee will be allowed to discuss his/her discharge or suspension with his/her Union representative and the employer will make available a meeting room where he/she may do so before he/she is required to leave the property of the employer. Upon request, the employer or his/her designated representative will discuss the discharge or suspension with the employee and the Union representative.

#### D. APPEAL OF DISCHARGE OR SUSPENSION

Should the discharged or suspended employee and/or the Union representative consider the discharge or suspension to be improper, any grievance shall be initiated at Level II of the grievance procedure. Any such grievance must be initiated within ten (10) working days of the alleged violation.

#### E. USE OF PAST RECORD

Except where discipline, including discharge, is progressive in nature, when imposing discipline the Board will not take into account any prior discipline which occurred more than two (2) years before the incident for which the employee is being disciplined unless other discipline was imposed during the interim.

F. Any Bargaining Unit Member required to report to a member of supervision for the purpose of a disciplinary investigation shall be notified of the purpose of the investigation. The Bargaining Unit Member shall be entitled to have a Union representative present. The meeting will not be held until the member can arrange to have a representative present.

## ARTICLE VIII

### BARGAINING UNIT MEMBER PROTECTION

A. Any case of assault upon a Bargaining Unit Member in conjunction with his/her responsibilities to the School District shall be promptly reported to the Board. The Board will provide the Bargaining Unit Member with legal counsel to advise the individual of her/his rights and obligations with respect to such assault and shall render all reasonable assistance to the Bargaining Unit Member in connection with handling of the incident by law enforcement and judicial authorities.

B. If a bargaining unit member is entitled to workers' compensation benefits as a result of an assault covered by section "A" and is required to miss work due to his/her injuries, then the Board will pay the bargaining unit member the difference between his/her normal wages and workers' compensation benefits for the first thirty (30) days of absence.

C. The Board shall reimburse Bargaining Unit Members for any loss, damage or destruction of clothing or glasses while on duty, if the Bargaining Unit Member is not negligent, up to \$50 per incident.

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## ARTICLE IX

### RIGHTS OF THE BOARD OF EDUCATION

A. It is hereby recognized by all parties hereto that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Michigan; the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and laws of the State of Michigan and the Constitution and laws of the United States.

## ARTICLE X

### HOURS OF WORK

A. The normal work day for Custodians shall be eight (8) hours with a paid lunch period Monday through Friday. The summer work schedule for custodians will normally be 7:00 a.m. to 3:00 p.m. Monday through Friday, including paid lunch periods. The normal work day for Cooks will vary but will normally be between the hours of 7:00 a.m. and 3:00 p.m. The normal work day for Assistants and Office Clerks will vary but will normally be between the hours of 7:00 a.m. and 3:30 p.m. It is understood and agreed that the Board reserves the right to set the hours of work for all employees covered by this Agreement and this section shall not be construed to constitute a guarantee of time worked. A permanent change in the normal work day or starting time shall not be made without prior discussion with the Union. Any need for changes will be discussed. The District reserves the right to OCCASIONALLY change an employee's starting time in case of emergency. The normal number of work weeks is 52 for Custodians and 38 for Cooks. (This is not a guarantee of time worked.)

B. All employees required to work four (4) consecutive hours or more shall be entitled to a duty-free, uninterrupted lunch period of one-half (1/2) hour. All assistants and office clerks required to work six (6) hours or more shall receive a one-half (1/2) hour paid lunch.

C. When possible, the District shall endeavor to give twenty-four (24) hours advance notice of events that require special setups or work not normally scheduled. It is recognized that in some situations management may not be able to provide advance notice.

D. Advance notice of overtime shall be given to the affected employee(s) as soon as practical.

E. An employee required to perform overtime work or to work on a scheduled day off shall not be required to take time off during the work week for the purpose of off-setting overtime.

F. Overtime for cooks is to be divided by unit as equally as practical. If overtime is necessary for custodians, the custodian(s) assigned to the building where the work is needed shall be given preference. Overtime for custodians within a building will be divided as equally as practical. For purposes of this section, a cook or custodian who declines an offer of overtime shall be treated as having accepted the overtime for the purpose of equalizing overtime distribution.

G. The Board agrees that it will not use supervisors or other non-bargaining unit employees to perform bargaining unit work where this would cause a decrease in the hours of a bargaining unit member or a loss of overtime.

H. The Board agrees to pay overtime for any hours over forty (40) in the work week, including counting all paid leave time. Double time shall be paid for any hours a Bargaining Unit Member is required to work on Sundays. With the mutual agreement of the Board and employee, an employee may be provided with compensatory time in lieu of overtime pay. Compensatory time shall be based upon one and one half (1 1/2) hours of compensatory time for each hour of overtime.

I. Employees required to work on a Holiday shall be paid double time.

J. Cooks shall be paid time and one half for any work performed on Saturday.

K. Extra Meals. Other than the above mentioned days, cooks will receive a flat rate of \$12.50 per hour for working week day extra meals.

L. No employee shall be required to work a split shift. The minimum call in for emergency situations shall be two (2) hours.

M. Minimum call in will be two (2) hours pay.

N. Once the decision has been made to substantially reduce working hours, but prior to implementation, the Board's representative shall meet with the Union President and the affected employee(s) to discuss the best method of implementation. Consideration shall be given to employee suggestions.

O. Employees shall be required to notify their Immediate Supervisor when they are going to be absent. The Immediate Supervisor must be notified the night before or in case of emergency, one (1) hour before their regular starting time, or as soon as possible.

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## ARTICLE XI

### INCLEMENT WEATHER

A. If school is closed due to inclement weather, Custodians will be expected to report for work except for first two snow days allowed by law by the State of Michigan as days of pupil instruction. Shift times may be temporarily changed by the Supervisor. Custodians shall suffer no loss of pay if road conditions are such that they are unable to report. Snow day hours will be flexible to allow custodians to report for their eight hour shift between 7:00 a.m. and 11:00 p.m. If a custodian wishes to stay home, he/she will be charged a vacation day, a personal day or, if he/she has no vacation or personal days left, he/she will be docked for the day. No sick time will be allowed without a note from the doctor.

B. The mail aide shall not be required to deliver mail if school is closed before the ending of the school day due to inclement weather.

C. If school is closed due to an Act of God or an equipment breakdown, Cooks, Assistants and Office Clerks may be requested via radio or their supervisor, prior to 10:00 a.m., to report for duty.

D. Bargaining Unit Members will be compensated at their regular rate of pay for the first two snow days allowed by law by the State of Michigan as days of pupil instruction.

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## ARTICLE XII

### VACANCIES, TRANSFERS, JOB ASSIGNMENTS

A. A vacancy shall be defined for purposes of this Agreement as a position within the bargaining unit that is newly created or that is unoccupied by reason of employee transfer or the permanent separation (by resignation, death, discharge, etc.) of the employee formerly in the position.

B. A vacancy shall be posted at least five (5) working days before it is permanently filled. All job openings and newly created positions within the bargaining unit shall be posted. The administration will make every attempt to fill the job within thirty (30) days. Any temporary position that is found to exceed thirty-five (35) working days shall be considered a permanent position and posted as a new job.

C. Vacancies shall be conspicuously posted in all buildings including Merritt and in appropriate work areas (kitchen, etc.) and work rooms in each building. A copy of each posting shall be sent to the Association president on the first day of posting.

D. All summer positions in all classifications shall be properly posted and sent to the Association president on the first day of the posting. For summer positions consideration shall be given to bargaining unit members from all classifications before giving the job to a person outside the Bargaining Unit.

E. When filling a vacancy in a particular classification, preference will be given to bargaining unit members currently employed in that classification on the basis of seniority in the classification provided the employee is qualified for all duties. Consideration shall be given to qualified applicants within other classifications before hiring from outside the bargaining unit.

F. Requests for transfer shall be made in writing with the Business Office and/or the appropriate supervisor.

G. On a case by case basis where there is transfer of an assignment from one building to another the assignment shall be posted internally. If there is no applicant the administration will meet with the Assistant being reassigned and a Union representative to discuss the reason for the transfer and discuss possible options.

H. The Board may provide Bargaining Unit Members with the opportunity to participate in training sessions or workshops offered or subsidized by the Board. It is recognized that training sessions or workshops may be offered for various purposes, such as to help a particular employee who is having difficulty, to improve general skill levels or knowledge, or to enhance job advancement opportunities. Where all employees are not given the opportunity to participate in a workshop or training session offered or subsidized by the Board and the employee(s) selected by the Board is not the most senior employee(s), upon request the Board shall explain the basis for its selection.

I. When a job assignment requires training mandated by State regulations the employee currently in that assignment shall be given first option to take the training. All training costs shall be provided by the Board and all travel costs (i.e. mileage, meals, etc.) shall be reimbursed.

J. Any new hire will be required to be finger printed and have a criminal records check, paid for by the District, completed before hiring by the School District.

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## ARTICLE XIII

### SENIORITY

A. Seniority will be defined as length of service within a classification in the bargaining unit as of the employee's first working day in that classification. Employees will not accrue seniority while on any leave of absence, however, employees will retain their earned seniority status while on leave or layoff. Employees who transfer from one classification in the bargaining unit to another classification will retain their initial seniority in their initial classification. If the transfer is to a classification within the bargaining unit, then seniority will begin to accrue in the new classification as of the date of transfer. Ties in seniority shall be resolved by drawing lot.

B. Termination - An employee will lose his/her seniority for the following reasons:

1. He/she quits
2. He/she is discharged and the discharge is not reversed through the Grievance Procedure
3. He/she fails to return to work within ten (10) working days after the issuance by the employer of notice of recall by registered or certified mail to the last known address of such employee as shown on the employer's records, except in case of emergency
4. He/she is absent from work without advising the employer of such absence for three (3) consecutive days
5. He/she overstays a granted leave of absence, including vacation, unless there are extenuating circumstances and the Supervisor is so notified
6. He/she retires
7. Employee is laid off for a continuous period of two (2) years

C. Seniority, as of the first working day in the District shall be used in computing retirement benefits, sick leave, and vacation benefits (prorated for employees working less than fifty-two (52) weeks per year).

D. New Bargaining Unit Members shall serve a ninety (90) day probationary period. This ninety (90) day period shall be based upon calendar days. Fringe benefits begin after completion of the probationary period. New employees who have been long term substitutes may be granted fringe benefits upon start of full-time work. Days falling during the summer recess period shall count if actually worked by the employee. After completion of the probationary period, an employee will be entered on the seniority list retroactive to the first day of employment.

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## ARTICLE XIV

### LAYOFF AND RECALL

A. In the event a staff reduction is necessary, the Union will be notified as soon as the Board of Education definitely determines to reduce staff. Employees to be laid off will be given two (2) weeks written notice (except for emergencies). Copies of the written notice shall be sent to the union.

B. Normally reductions will be effected by reducing the work force and allowing the remaining employees a regular work week. However, the Board may reduce the hours of work in the department not to exceed four (4) weeks.

C. Should the Board determine the need for any layoffs of personnel, reductions will be by seniority within each job classification, however, seniority need not be followed in the event following seniority would result in the remaining employees being unable to do the work.

D. Within each job classification, probationary personnel will be the first laid off; then part time personnel; those with the least seniority will next be laid off until the reductions have been completed, provided the remaining employees can do the work.

E. An employee who has seniority in more than one (1) bargaining unit classification and who is given notice of layoff from his/her classification shall be entitled to transfer back to his/her previous bargaining unit classification provided there is a vacancy in that classification or a less senior employee can be "bumped".

F. Laid off Bargaining Unit Members shall be entitled to recall to vacancies in bargaining unit positions on the basis of seniority within that classification provided they have the ability and are physically able to perform the duties of the job that is vacant.

G. Notice of recall will be sent by certified mail to the individual's last known address. If the individual does not report to work within ten (10) work days of receipt of this notice, except in cases of emergency, he/she will be considered to be a voluntary resignation.

H. A seniority list, by job classification, will be maintained by the District and provided to the Union upon their written request.

## ARTICLE XV

### WORKLOAD AND ASSIGNMENT

A. The Board has the right to establish new positions and assign the classification and rate of pay for that position.

B. The Union reserves the right to negotiate wages, hours and other conditions of employment for these positions and will, if deemed necessary, within thirty (30) days of being notified, ask for a meeting with the representatives of the Board to discuss the conditions, hours and wages for a new position.

C. In those cases where a Bargaining Unit position undergoes a substantial change in responsibilities, the bargaining unit member involved or the Union may demand bargaining regarding the rate of pay, hours and conditions of employment.

D. An attempt will be made to have all assistants and office clerks working at least six (6) hours before an additional assistant or office clerk is employed if the time can be so arranged.

E. If additional Assistant time is needed every effort will be made to bring existing Assistants up to a full school days work before adding additional staff. If additional Assistant time is needed part time personnel may be added but shall not exceed twenty percent (20%) of the total full time Assistant work force.

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## ARTICLE XVI

### COMPENSATION

- A. Compensation shall be at the hourly rate as specified in Appendix A.
- B. The Board shall make whatever retirement contribution it is required to make by law.
- C. The compensation of employees shall be calculated in accordance with this agreement and based upon the number of hours worked and the hourly rates in Appendix A. The employer shall pay the following to each employee:
1. On or before the first day of each calendar month, the wages earned during the first 15 days of the preceding calendar month.
  2. On or before the fifteenth day of each calendar month, the wages earned during the preceding calendar month from the sixteenth day through the last day.
- D. Uniforms will be provided for both custodians and cooks. Custodians shall be provided no more than five (5) changes per week for shirts and three (3) changes per week for pants. Cooks shall be provided five (5) smocks (blouses) and three (3) pairs of slacks per year. These shall be provided in September of each school year. The cooks shall not be required to turn back used uniforms.
- E. A Bargaining Unit Member required, in the course of their work to drive personal cars from one school building to another shall be paid the current IRS rate per mile.
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## ARTICLE XVII

### INSURANCE

A. The Board agrees to provide all full time employees health-medical insurance as follows:

Houghton Lake – Assistants, Cooks, Custodians & Office Clerks  
MESSA - Pak Summary

Plan A: For employees electing health insurance

|                           |   |
|---------------------------|---|
| Health                    | Super Care I<br>(including \$5,000 Basic Term Life)   |
| Long Term Disability      | 60%<br>\$3,000 maximum<br>120 Calendar days - modified fill<br>Maternity Coverage<br>Freeze on Offsets<br>Alcoholism/drug addiction and<br>mental/nervous same as any other illness |
| Delta Dental              | 100x:80/80/50: \$1,500<br>(Class I & II maximum at \$1,000)<br>Plan year July 1 through June 30   |
| Negotiated Life<br>Vision | \$25,000 AD&D<br>VSP-2  |

Plan B: For employees not electing health insurance

|                      |  |
|----------------------|--|
| Delta Dental         | 100x:80/80/50: \$1,500<br>(\$1,000 Maximum Class I & II)<br>Plan Year July 1 through June 30 |
| Vision               | VSP - 2  |
| Negotiated Life      | \$25,000 AD&D  |
| Long Term Disability | same as above  |
| Cash Option          | \$110 per month  |

B. Cash Option

Any employee who does not take health insurance coverage will have \$110 per month paid in cash which may be redirected by a salary reduction agreement as authorized by Section 125 of the Internal Revenue Service Code.

C. The Board shall pay 100% of the premiums for the health insurance described in Section "A" for all cooks and custodians working twenty (20) hours or more per week, and assistants and office clerks working thirty (30) hours or more per week, and seventy-five percent (75%) of the premiums for all cooks and custodians working twelve (12) to nineteen (19) hours per week, and all assistants and office clerks working twenty (20) to twenty-nine (29) hours per week. Cooks and custodians working less than twelve (12) hours per week and assistants and office clerks working less than twenty (20) hours per week will not be eligible for insurance.

This provision shall not be used to arbitrarily reduce the hours and benefit level of current bargaining unit positions.

D. Payroll deductions shall be available for insurance.

E. It is the understanding of the parties that if the insurance costs increase beyond ten percent (10%) in the 1999-2000 school year, the employer and employee will mutually share the cost over ten (10%) percent of the 1998-1999 insurance package.

In the 2000-2001 school year, the employer and employee will mutually share the cost over ten (10%) percent of the 1999-2000 insurance package.

In the 2001-2002 school year, the employer and employee will mutually share the cost of over twenty (20%) percent of the 1999-2000 insurance package.

In the 2002-2003 school year, the employer and employee will mutually share the cost over thirty (30%) percent of the 1999-2000 insurance package.

In the event that in successive years the cost of Plan A exceeds the 1999-2000 cost by the above formula the Board and the Association shall reopen this Article for negotiations. If no negotiated agreement is reached by September 30<sup>th</sup> of each year the Board and member shall split equally the cost of the premium in excess of the agreed upon formula. The member's premium payment obligation may be deducted from salary.

## ARTICLE XVIII

### TERMINAL LEAVE AND SEVERANCE

A. A terminal leave payment of twenty dollars (\$20) per day for unused sick days will be paid to a retiring employee provided the employee shall have been employed in the school system for at least ten (10) years.

B. In the event of the death of an employee during the term of employment, said payment for unused sick days will be paid. Each employee is to designate a beneficiary. If no beneficiary is designated, payment will be made to the estate of the deceased.

C. Severance: Any Bargaining Unit Member hired before June 30, 1999 retiring from Houghton Lake Community Schools who is 55 or older and who has completed ten (10) years of service to the Houghton Lake Community Schools will be entitled to a one time lump sum payment of \$5,105. Any Bargaining Unit Member hired after June 30, 1999 retiring from Houghton Lake Community Schools who is 55 or older and who has completed ten (10) years of service to Houghton Lake Community Schools will be entitled to a one time lump sum payment equal to \$100 per year of service to Houghton Lake Community Schools.

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ARTICLE XIX

VACATIONS

A. All Custodians shall have paid vacations as follows:

After one (1) year of service - one (1) week

After two (2) to five (5) years of service - two (2) weeks

After five (5) years, one (1) additional day per year for a total of three (3) weeks after ten (10) years of service

After ten (10) years of service they shall receive an additional one (1) day per year for a total of four (4) weeks at the fifteenth (15th) year

B. Custodians have the right to choose the time of their vacations with the approval of their supervisor.

C. In order to qualify for vacation, a Custodian must work ten (10) months in the calendar year preceding the anniversary date. All compensated leave time shall count for vacation eligibility.

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ARTICLE XX

HOLIDAYS

A. All Custodians except probationers having worked less than thirty (30) days, shall be paid for the following holidays:

Independence Day  
Thanksgiving Day  
Christmas Eve\*  
New Year's Eve\*  
Good Friday

Labor Day  
Day After Thanksgiving Day  
Christmas Day  
New Year's Day  
Memorial Day

\* Whenever 12/24, Christmas Eve; or 12/31, New Year's Eve; falls on a Saturday or Sunday (weekend), there shall be no loss of these holidays.

B. If any of the above holidays fall on a Sunday, the following Monday shall be observed as the holiday; if on Saturday, the preceding Friday shall be observed as the holiday; provided school is not in session. If school is in session another day will be scheduled as the holiday.

C. To be eligible for holiday pay, employees must work the last scheduled day before the holiday and the first scheduled day after the holiday unless the employee is absent because the employee was on an approved leave commencing in the pay period prior to the holiday or the first day following the holiday.

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## ARTICLE XXI

### PERSONAL ILLNESS OR DISABILITY PERSONAL BUSINESS JURY DUTY

A. All employees absent from duty on account of personal illness or any other approved reason shall be allowed full pay as follows:

1. All sick leave accumulation shall carry year to year up to the negotiated maximum. Each employee shall be credited with fifteen (15) sick leave days at the start of each school year above their accumulated carryover.
2. At the beginning of each school year each employee shall carry their maximum sick leave accumulation up to the negotiated maximum and also be credited with fifteen (15) sick leave days at the start of each school year to be added to their bank for the current school year. The maximum carryover of unused sick days shall be 140 days.

B. The Board may request verification of any illness covering the absence for which an employee is to be paid under this article.

C. Absence from duty for the following reasons shall be considered to be sick leave:

1. Personal illness
2. Illness in the immediate family. Immediate family for illness shall be interpreted as husband, wife, father, mother, son, daughter, brother, sister, similar in-laws, grandchildren, grandparents or those persons domiciled in the home of the employee.
3. Death in immediate family. Immediate family for death shall be interpreted as husband, wife, father, mother, son, daughter, brother, sister, similar in-laws, grandchildren and grandparents. Paid leave shall be limited to five (5) days per death. Exceptions may be made with the approval of the Superintendent.

D. Any employee whose personal illness extends beyond the period compensated under this Article, Paragraph A, shall be granted a leave of absence without pay in accordance with Article XXII, Paragraph A. Prior to reinstatement a doctor's statement is required stating that normal duties can be performed. Upon return from leave, an employee shall be assigned to the same position if available, or a substantially equivalent position. This Article is subject to Article XIV.

E. Paragraph A of this Article shall not apply when illness or injury is the result of employment other than that covered by this Agreement; employment meaning - working for wages.

F. Each employee shall be entitled to three days per contract year for personal business with no reduction in pay providing personal days are not taken immediately before or after a holiday unless approved by the administration. Personal business days are non-accumulative. Employees shall fill out the required absentee form. The parties mutually agree that personal business days may not be used to extend holidays or school vacation. Unused personal days shall carry over each year to be added to sick days not to exceed the cap of 140 days.

G. A Bargaining Unit Member who serves on jury duty shall be reimbursed for the differences between the jury day stipend and her/his regular Board salary for the days served.

H. The Board shall provide each employee with an accounting of sick leave and vacation time on the first payday in September and the first payday in May. This attendance update shall reflect the accumulated carry over plus the current year credit of sick days, personal days and vacation days, as well as used year-to-date (YTD) days and available YTD days.

I. Employees shall retain their accumulated sick days while on leave or layoff.

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## ARTICLE XXII

### LEAVES OF ABSENCE

A. Leaves of absence for periods not to exceed two (2) years will be granted, in writing, without loss of seniority, for:

1. illness leave (physical or mental)
2. prolonged illness in immediate family

B. Leaves of absence for periods not to exceed two (2) years may be granted, in writing, without loss of seniority, for:

1. serving in any elected or appointed position, public or union, unless the service is as a state legislator
2. education leave
3. personal reason
4. child care

Such leaves may be extended by mutual agreement of the employee and Board.

C. Upon expiration of a leave of absence provided pursuant to this Article, the employee will be returned to the position held at the time the leave of absence was granted, if available, or to a position to which his/her seniority entitled him/her. This provision is subject to Article XIV.

D. The reinstatement rights of any employee who enters the military service will be determined in accordance with the provisions of the Federal law granting such rights.

E. In non emergency situations, seven (7) days prior notice will be given the district in writing for leaves.

F. Any employee who does not report back to work upon the expiration of his/her leave of absence (unless there is an approved extension of the leave of absence) or who accepts other employment while on leave from the district, except as herein provided, will be conclusively deemed to have terminated his/her employment through voluntary resignation. This provision shall not apply where an employee receives written permission from the Board to accept other employment while on leave.

G. The above leaves may be extended by mutual agreement of the Board and employee in writing. An employee desiring an extension shall submit a written request sufficiently in advance of the expiration date of the leave so that the Board will have sufficient opportunity to consider the request prior to the expiration date of the leave.

H. Employees will be allowed to take up to five (5) dock days (without pay) per year with the approval of the immediate supervisor. Three (3) dock days will be without insurance deduction. Day four (4) and five (5) will have prorated cost of insurance deducted.

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## ARTICLE XXIII

### MISCELLANEOUS

A. Representatives of the Board and the Union shall meet regularly not more than monthly for the purpose of discussing problems.

B. The parties agree that this contract incorporates their full and complete understanding and that any prior oral agreements or practices are superseded by the terms of this Agreement. The parties further agree that no such oral understandings or practices will be recognized in the future, unless committed to writing and signed by the parties as a supplement to this Agreement.

C. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Union and the Board for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subjects or matters not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

D. Except where an economic benefit has been changed or reduced through express contract language, all economic benefits shall be maintained at not less than the highest minimum standards in effect in the District at the time this Agreement is executed. Economic benefits shall be improved whenever required by express provisions of this Agreement.

E. In the event that any provision of this Agreement shall, at any time, be held to be contrary to law by a court of competent jurisdiction from whose final judgment or degree an appeal has not been taken within the time provided for doing so, such provision shall be void and inoperative, however, all other provisions of this Agreement shall continue in effect.

F. Printing of Agreement: The Board agrees that it will have this Agreement printed with a suitable number of copies for distribution to all Bargaining Unit Members.

APPENDIX A

SALARY SCHEDULE

| Classification | Step                                    | Hourly Rate          |                      |                      |                      |
|----------------|---|----------------------|----------------------|----------------------|----------------------|
|                |   | Effective<br>7-01-99 | Effective<br>7-01-00 | Effective<br>7-01-01 | Effective<br>7-01-02 |
|                |   | 1999-00              | 2000-01              | 2001-02              | 2002-03              |
|                |   | 3%                   | 3%                   | 3%                   | 2.5%                 |
| Custodian      | 1st Year                                | 10.86                | 11.18                | 11.53                | 11.82                |
|                | 2nd Year                                | 11.66                | 12.01                | 12.37                | 12.68                |
|                | 3rd Year                                | 12.43                | 12.81                | 13.19                | 13.52                |
|                | 4th Year                                | 13.17                | 13.57                | 13.98                | 14.33                |
| Cook           | 1st Year                                | 7.84                 | 8.07                 | 8.32                 | 8.52                 |
|                | 2nd Year                                | 8.44                 | 8.69                 | 8.95                 | 9.17                 |
|                | 3rd Year                                | 9.04                 | 9.32                 | 9.59                 | 9.83                 |
|                | 4th Year                                | 9.67                 | 9.96                 | 10.26                | 10.52                |
| Assistant      | 1st Year                                | 7.23                 | 7.45                 | 7.67                 | 7.86                 |
|                | 2nd Year                                | 7.38                 | 7.60                 | 7.82                 | 8.02                 |
|                | 3rd Year                                | 8.21                 | 8.46                 | 8.71                 | 8.93                 |
|                | 4th Year                                | 8.37                 | 8.63                 | 8.88                 | 9.11                 |
|                | 5th Year                                | 8.63                 | 8.89                 | 9.16                 | 9.39                 |
|                | 6th Year                                | 8.85                 | 9.11                 | 9.39                 | 9.62                 |
|                | 7th Year                                | 9.05                 | 9.33                 | 9.61                 | 9.85                 |
| Clerks         | Schedule is \$1.00 more than Assistants |                      |                      |                      |                      |
|                | 1st Year                                | 8.23                 | 8.45                 | 8.67                 | 8.86                 |
|                | 2nd Year                                | 8.38                 | 8.60                 | 8.82                 | 9.02                 |
|                | 3rd Year                                | 9.21                 | 9.46                 | 9.71                 | 9.93                 |
|                | 4th Year                                | 9.37                 | 9.63                 | 9.88                 | 10.11                |
|                | 5th Year                                | 9.63                 | 9.89                 | 10.16                | 10.39                |
|                | 6th Year                                | 9.85                 | 10.11                | 10.39                | 10.62                |
| 7th Year       | 10.05                                   | 10.33                | 10.61                | 10.85                |                      |

A. Bargaining Unit Members shall receive three hundred fifty dollars (\$350) longevity pay additional above their regular pay at the beginning of their 10th year through the 14th year of service to the school district and seven hundred dollars (\$700) longevity pay above their regular pay at the beginning of their 15th year and each additional year thereafter of service to the school district.

B. The step increase shall occur on the Bargaining Unit Member's anniversary date - date of hire

C. The above salary schedule will be paid retroactively to July 1, 1999

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ARTICLE XXIV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1999, all salary provisions shall be retroactive to July 1, 1999, and shall continue in effect through June 30, 2003.

B. Negotiations between the parties shall begin sixty (60) days prior to the contract expiration date. If, pursuant to such negotiations, an agreement on the renewal or modification is not reached prior to the expiration date, this Agreement shall expire at such expiration date unless it is extended by mutual agreement of the parties.

Association Bargaining Team

Sue Corner  
Dan Thayer  
Johnna Ancel  
Sharon Carrick  
Michelle Binkley  
Marilyn Krug  
Jan Harrison  
Sally Cotterman  
Rosemary Walters, MEA

Board Bargaining Team

Jim French, Superintendent  
Dwight McIntyre  
Rob Urbain

FOR THE HOUGHTON LAKE EDUCATIONAL  
SUPPORT PERSONNEL ASSOCIATION/MEA/NEA

Marilyn A. Krug  
Signature

Date: October 22, 1999

Jan K. Harrison  
Signature

Date: Oct. 22, 1999

FOR THE HOUGHTON LAKE BOARD OF EDUCATION

David L. Seymour

Board President

Deborah Mesler  
Board Secretary

Date: Oct 22, 1999

Date: Oct 22, 1999